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Attorneys for Plaintiffs
NUTRAMAX LABORATORIES, INC. and
NUTRAMAX LABORATORIES CONSUMER CARE, INC.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

NUTRAMAX LABORATORIES,
INC. and
NUTRAMAX LABORATORIES
CONSUMER CARE, INC..

Plaintiffs,

v.

BODY WISE INTERNATIONAL, INC

Defendant

Case No. 8:18-cv-02076

**DECLARATION OF GRACE A.
CORNBLATT IN SUPPORT OF
MOTION FOR DEFAULT
JUDGMENT AGAINST
DEFENDANT BODY WISE
INTERNATIONAL, INC.**

Concurrently filed with:

1. Notice of Motion and Motion for Default Judgment;
2. Memorandum of Points and Authorities;
3. Declaration of John W. Cox;
4. Proposed Order

Judge: Hon. David O. Carter
Motion Date: March 4, 2019

1
2 I, Grace A. Cornblatt, Ph.D., state as follows:

3 1. I am a Director of the Translational Research Laboratory at
4 Nutramax Laboratories, Inc.

5 2. I submit this declaration in support of Plaintiffs Nutramax
6 Laboratories and Nutramax Laboratories Consumer Care, Inc.'s (collectively,
7 "Nutramax" or "Plaintiffs") Motion for Default Judgment Against Defendant
8 Body Wise International, Inc. ("Defendant").

9 3. I have reviewed U.S. Patent No. 6,797,289 ("the '289 patent"),
10 which I understand is a pleading in this action labeled D.I. 1-1.

11 4. I have reviewed U.S. Patent No. 8,753,697 ("the '679 patent"),
12 which I understand is a pleading in this action labeled D.I. 1-2.

13 5. I have reviewed documents related to a product labeled "Joint
14 Complete" including documents that I understand are pleadings in this action
15 labeled D.I. 1-3, D.I. 1-4, and D.I. 1-5.

16 6. I have reviewed a Declaration of Carmelita Frondoza signed on
17 May 16, 2013, which I understand is a document that was submitted during the
18 application process for the '697 patent.

19 7. I have reviewed a chart with headings labeled U.S. Patent No.
20 6,797,289, U.S. Patent No. 8,753,697, Claim, Proposed Construction,

1 Construction Support, and Infringement Support, which I understand is Exhibit
2 A to a document with the title Memorandum of Points and Authorities in
3 Support of Plaintiffs Nutramax Laboratories and Nutramax Laboratories
4 Consumer Care, Inc.'s Motion for Default Judgment Against Defendant Body
5 Wise International, Inc. ("Chart A").

6 8. I understand that Nutramax contends that the phrase "wherein the
7 ASU and the glycosaminoglycan are present in a synergistically effective
8 amount" found in at least claim 1 of the '697 patent means "a combination of
9 ASU and glycosaminoglycan wherein the amounts of components have or
10 produce a greater than additive effect." In view of my review of the documents
11 cited herein and my education and experience, I agree with this proposed
12 meaning.

13 9. Therefore, I conclude that Joint Complete includes ASU and a
14 glycosaminoglycan in a synergistically effective amount as described and
15 claimed in the '697 patent.

16 10. I understand that claim 21 of the '697 patent reads "A method of
17 treating or repairing damage to connective tissue in humans and animals
18 comprising administering a composition according to claim 1 to a human or
19 animal in need thereof."

1 11. In view of my review of the documents indicated above in ¶¶ 4-7,
2 as well as the plain and ordinary meanings of the terms in claim 21 as described
3 in Chart A (*see* ¶ 8, above), I find that Joint Complete is designed for use in a
4 method of treating or repairing connective tissue in humans wherein the method
5 includes administering units of Joint Complete to a human. Specifically, as
6 shown in D.I. 1-5, the Joint Complete “Supplement Facts” instructs the user—a
7 human in need of Joint Complete—to take a serving of 3 tablets of Joint
8 Complete, which is promoted for “support and relief for painful knees, aching
9 backs and sore shoulders,” “for joints and connective tissue,” to “lubricate and
10 cushion[ing] joints,” to “benefit join[t] health,” and to “provide soothing relief
11 for tired, aching joints” (*see* D.I. 1-4 at page 1/6).

12 12. I understand that Nutramax contends that the term “a synergistic
13 combination of an aminosugar and [ASU]” found in at least claim 1 of the ’289
14 patent means “a combination of aminosugar and ASU wherein the amounts of
15 components have or produce a greater than additive effect.” In view of my
16 review of the documents cited herein and my education and experience, I agree
17 with this proposed meaning.

18 13. For the same reasons indicated above supporting my conclusion
19 that Joint Complete includes ASU and a glycosaminoglycan present in a
20 synergistically effective amount (*see* ¶ 10, above), I conclude that Joint

1 Complete includes a synergistic combination of aminosugar and ASU (*i.e.*, a
2 combination of aminosugar and ASU wherein the amounts of components have
3 or produce a greater than additive effect) as described and claimed in the '289
4 patent.

5 14. I reserve the right to provide additional information regarding the
6 claims of the '289 patent or the '679 patent, the terms therein, Joint Complete,
7 or any assessment or comments on the information provided above.

9 I declare under penalty of perjury under the laws of the United States that
10 the foregoing is true and correct.

Signed on January 28, 2019, in Edgewood, Maryland.

By: /s/ Grace A. Cornblatt
Grace A. Cornblatt, Ph.D.